

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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INDIAN HARBOR INSURANCE COMPANY, as  
subrogee of B&G Foods, Inc.,

Plaintiff,

-against-

**ORDER**

SARANT INTERNATIONAL COMMODITIES,  
INC., CELSAN ITHALAT IHRACAT VE  
TICARET LIMITED SIRKETI, AND SHANDONG  
RICHFIELD FOODSTUFFS INDUSTRY CO.,  
LTD.,

CV 16-0025 (AKT)

Defendants.  
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**A. KATHLEEN TOMLINSON, Magistrate Judge:**

Presently before the Court is Plaintiff's motion for leave to file a second amended complaint, pursuant to Rule 15(a) of the Federal Rules of Civil Procedure. *See* Plaintiff's Memorandum of Law in Support of Motion to Amend [DE 48]; Plaintiff's Reply Memorandum of Law in Support of Motion to Amend [DE 50]. Specifically, Plaintiff seeks to add claims for breach of express and implied warranties against the Defendants, in addition to a claim for breach of contract solely against Defendant Sarant. *Id.* Defendant Sarant opposes the motion. *See* Defendant's Memorandum in Opposition to Plaintiff's Motion to Amend [DE 49].

Plaintiff's motion for leave to file a second amended complaint is GRANTED. The Court's written decision will follow. Plaintiff may file an amended complaint only after the written decision is entered, and such pleading must comply with the instructions provided in that written decision.

**SO ORDERED.**

Dated: Central Islip, New York  
November 30, 2020

/s/ A. Kathleen Tomlinson  
A. KATHLEEN TOMLINSON  
United States Magistrate Judge